



Attorney's Docket No. 12504.011

#16  
Rev/Kewer  
2/13/03

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

U.S. Non-Provisional Application

Title: ANTI-CRYPTOCOCCAL PEPTIDES

Inventor: Pettit, et al.

Serial No.: 09/582,951

Filing Date: July 7, 2000

Conf. No.: 4537

Group Art Unit: 1653

Examiner: Lukton, David

Commissioner for Patents  
Washington, D.C. 20231

**POWER OF ATTORNEY AND  
CHANGE OF CORRESPONDENCE ADDRESS**

The ARIZONA BOARD OF REGENTS, a body corporate, acting for and on behalf of ARIZONA STATE UNIVERSITY, is the Assignee of the above-captioned application pursuant to an Assignment executed on July 17, 2002, a copy of which is attached hereto. The Assignment has been or will be submitted to the Assignment Branch for recordation shortly.

The undersigned, M. Ann Freudendahl, is the Interim Director of Licensing & Intellectual Property Administration & Licensing and the Director of the Office of Technology Collaborations & Licensing for Arizona State University, and is authorized to sign this submission on behalf of the Assignee.

In accordance with 37 C.F.R. § 3.73 Assignee hereby revokes all prior powers of attorney for this patent application and hereby appoints as the new attorneys of record and grants the sole power of attorney, with full power of substitution and revocation, for this application and for all transactions with the U.S. Patent and Trademark Office in connection therewith, to Richard E.

POWER OF ATTORNEY AND CHANGE  
OF CORRESPONDENCE ADDRESS  
Application No.: 09/582,951

Oney (Reg. No. 36,884) and Susan Stone Rosenfield (Reg. No. 36,287).

Please amend the file to reflect this change and send all future correspondence and telephone inquires to Ms. Rosenfield at:

FENNEMORE CRAIG  
3003 N. Central Avenue, Suite 2600  
Phoenix, Arizona 85012  
Tel: (602) 916-5317  
Fax (602) 916-5517

Respectfully submitted,

ARIZONA BOARD OF REGENTS,  
a body corporate, acting for and on  
behalf of ARIZONA STATE  
UNIVERSITY

Dated: July 17, 2002

By: Ann Freudenfeld, Interim  
~~Dr. Alan Poskanzer~~  
Director of Licensing & Intellectual  
Property Administration  
Director of the Office of Technology  
Collaborations & Licensing

## ASSIGNMENT

This Assignment is made and executed by:

George R. Pettit  
6232 Bret Hills Drive  
Paradise Valley, AZ 85253

Robin K. Pettit  
16264 E. Saguaro Blvd  
Fountain Hills, AZ 85268

(hereinafter "Assignors"), to and in favor of Arizona Board of Regents, a body corporate, acting for and on behalf of Arizona State University having a business address at the Office of Technology Collaborations and Licensing, Box 873511, Tempe, Arizona 85287-3511 (hereinafter "Assignee").

Whereas each of the Assignors desires to assign his/her entire right, title and interest in and to the invention described in the application for a United States Patent entitled "ANTI-CRYPTOCOCCAL PEPTIDES" Serial No. 09/582,951, filed on July 7, 2000 (hereinafter the "Patent Application") and all patents, patent applications and the like on the invention to Assignee for valuable consideration; and

Whereas Assignee has provided such valuable consideration to each of the Assignors;

Accordingly, Assignors each warrant, covenant and agree as follows:

1. Each of the Assignors hereby sells, assigns and conveys to Assignee such Assignor's entire right, title and interest in and to the invention described in the Patent Application, including the Patent Application itself and all substitute, continuation, continuation-in-part and divisional applications based in whole or in part on the Patent Application, and including all patents resulting therefrom and all reissues and extensions thereof, and including any and all rights of priority resulting from the filing of any such applications within the United States.

2. Each of the Assignors hereby sells, assigns and conveys to Assignee such Assignor's entire right, title and interest in all counterparts to the Patent Application that have been or may be filed outside the United States or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent Application, further including all continuation, continuation-in-part and divisional applications based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models, reissues and extensions resulting from any of the non-U.S. counterparts.

3. Each of the Assignors hereby grants to Assignee the sole and exclusive right to prosecute the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or

Assignment  
U.S. Patent App. No. 09/582,951

invalidity proceedings. Each of the Assignors authorizes all governmental bodies having the power to issue patents, inventor's certificates or utility models to issue a patent, inventor's certificate or utility model based on the Patent Application or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.

4. Each of the Assignors agrees upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide Assignee with information concerning the Patent Application and the related applications described in Paragraphs 1 and 2 above to enable Assignee to obtain, secure and protect all of the rights, title and interest sold, assigned, conveyed and granted under this Assignment (the "Assigned Assets"); (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the Assigned Assets; and (d) to perform all acts reasonably necessary to enable Assignee to obtain, secure and protect the Assigned Assets, including assistance in any proceedings pertaining to the Patent Application and the related applications described in Paragraphs 1 and 2 above or to their enforcement.

5. Each of the Assignors warrants and covenants that such Assignor has the full right to sell, assign and convey the Assigned Assets, that all of the Assigned Assets are free and clear of all mortgages, liens, security interests, charges, claims, royalty obligations and encumbrances of any nature whatsoever and that the Assignor has not executed and will not execute any agreement in conflict with this Assignment.

6. Assignee may assign the Assigned Assets in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.

7/16/02  
Date

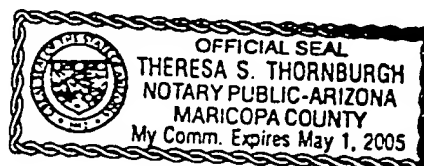
George R. Pettit  
George R. Pettit

State of AZ )  
County of Maricopa ) ss.

On this 16 day of July, 2002, before me personally appeared George R. Pettit known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes therein contained.

My commission expires:

Theresa S. Thornburgh  
NOTARY PUBLIC



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7/16/02

Date

[Signature]

Robin K. Pettit

State of Az )  
County of Maricopa ) ss.

On this 16 day of July, 2002, before me personally appeared Robin K. Pettit known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes therein contained.

My commission expires:

[Signature]  
NOTARY PUBLIC

